

2. Disclosure of Agency. Broker/Agent shall furnish Client with the required Agency Disclosure Form prior to commencement of the Auction.

3. Indemnity. Broker/Agent shall hold harmless, defend and indemnify the Seller of the Property and ELITE from and against any and all claims, demands, costs and expenses, including reasonable attorney's fees, which arise from or relate to any acts, omissions or representations of Broker/Agent relating to the Property, the Auction, and/or the sale of the Property to Client.

4. Conditions and Terms of Sale. Broker/Agent understands and has explained to Client that the Property is being sold on an "As Is" basis, and that ELITE recommends that Client, including any agents and representatives of Client, inspect and satisfy himself/herself as to the condition and characteristics of the Property prior to the Auction. ELITE makes no representations concerning the Property and its fitness or suitability for any particular purpose. Broker/Agent understands and shall advise Client that ELITE is acting as agent of the Seller only.

5. Conduct of Auction. Conduct of the Auction, including determination of the increments of the bidding, shall be at the direction and discretion of ELITE. Seller and ELITE reserve the right to refuse admittance to the Auction, to anyone, and to expel anyone from the Auction for any reason, including, but not limited to, interference with the Auction or other disruptive or inappropriate behavior, and non-compliance with the rules of the Auction.

The above terms and conditions are accepted and agreed upon.

Broker/Agent: _____

by _____

_____ Date: _____

Elite Auctions

by _____ Date: _____